

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

**DESIGN-BUILD SERVICES
WATKINS ELEMENTARY SCHOOL**

Solicitation #: DCAM-16-CS-0032

**Amendment No. 2
Issued: October 28, 2015**

This Amendment Number 02 is issued by e-mail on October 28, 2015. Except as modified hereby, the Request for Proposals ("RFP") remains unmodified.

Item #1:

Preproposal Conference Meeting Minutes: Meeting minutes of the preproposal conference are attached.

Item #2:

Swing Space and Revised Bid Form: As discussed at the preproposal conference, the Department is still evaluating swing space options. In the event that on-site swing is selected, the selected Design-Builder will be required to provide the swing space. In the event that off-site swing is pursued, work associated with the swing space will not be included in the selected Design-Builder's scope of work. Offerors should provide alternative pricing based on the two swing options. A revised bid form is attached.

Item #3:

The bid date remains unchanged. Proposals are due by **November 5, 2015 at 2:00 pm EDT.** Proposals that are hand-delivered should be delivered to the attention of: Alicia Norris, Contract Specialist, at **Frank D. Reeves Center, 2000 14th Street, NW, 8th floor, Washington, DC 20009.**

- End of Amendment No. 2 -

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



PREPROPOSAL CONFERENCE MEETING MINUTES
DESIGN-BUILD SERVICES
WATKINS ELEMENTARY SCHOOL

Solicitation #: DCAM-16-CS-0032
October 22, 2015 at 2:00 p.m.

1. A preproposal conference for the above-referenced solicitation was held on Thursday, October 22, 2015 at 2:00 p.m.
2. The preproposal conference began with introductions of the following individuals:
 - a. Alicia Norris – DGS (Contract Specialist)
 - b. Thomas Bridenbaugh & Kavita Aildasani – Leftwich, LLC (Procurement and Real Estate Advisory Consultant)
 - c. Adnan Mamoon & Josh Tuch – DCPEP (Program Manager)
3. An overview of the project was provided, and the aggressive nature of the schedule was discussed:
 - a. Watkins is currently an occupied elementary school.
 - b. The campus consists of a four-story classroom wing and a two-story multi-purpose/administration wing. There is approximately 80,000 to 85,000 sqft of space in total.
 - c. A complete renovation of the four-story wing is contemplated. Demolition of the two-story multi-purpose/administration wing and construction of a new gym/multipurpose addition is also contemplated. A new roof and stormwater management features are contemplated.
4. The status of the design and the schedule was discussed:
 - a. The Department has already engaged Perkins Eastman DC, PLLC to serve as the Architect, and the schematic design phase is complete. It is expected that design development documents will be completed by the end of 2015, around the time of the appointment of the builder. Upon appointment, the builder will be required to undertake a review of the design for constructability, to provide a cost estimate, etc.
 - b. From January 2016 to March 2016 the builder will work with the architect to advance the drawings to a permit set. Upon completion of the permit set, the builder will be required to bid the documents with subcontractors. The permit documents will serve as the basis of the GMP.
 - c. It is expect that the GMP would be agreed upon in May 2016 and submitted to the Council for approval. The builder would then have approximately 14 months to complete the work.

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- d. It is envisioned that students will not be in the building for the 2016/2017 school year. Swing options are still being explored, and a direction has not yet been decided upon. It is expected that swing space will either be in on-site trailers or off-site.
 - i. It is expected that the determination regarding swing space will not be made before bids are due. Offerors may bid alternative prices, one for each assumption.
- 5. The project delivery method was discussed. The project will proceed under a modified design-build approach. The Department's agreement with the Architect will be assigned to the builder. The builder will be responsible for the completion of the design once the assignment has occurred.
- 6. The procurement and contract approval process was discussed.
 - a. Given the budget for the project and the expected value of the GMP, the solicitation is being issued through the form procurement process.
 - i. The Offeror's bid should be submitted relative to the RFP and the amendments thereto, including the Form of Contract.
 - ii. The Form of Contract is a design-build type agreement. It allocates risk and responsibility differently than other contract structures.
 - 1. Offerors are permitted to request changes to the Form of Contract, but:
 - a. The changes must be requested at the time of the bid in bid form.
 - b. Requested changes are requests; simply because a change is requested, does not mean the change is or will be accepted by the Department.
 - c. Changes are not encouraged.
 - iii. The agreement will require Council approval.
- 7. The fee structure was discussed. Fees are to be bid as numbers not as percentages.
 - a. Preconstruction Fee – The Preconstruction Fee should cover the costs of all the design-builder's efforts from appointment in January to construction start. For example, this should include the costs of estimating, purchasing, scheduling, etc.
 - b. Design-Build Fee – The Design-Build Fee should cover the design-builder's profit and home office overhead. It does not include the design fees.
 - c. General Conditions Budget – General Conditions Costs will be reimbursable at cost. The general conditions budget is a mini-GMP for general conditions costs—it is an up-set number.
 - d. Unless the project becomes vastly different from what is currently contemplated—the renovation of approximately 85,000 sqft, including demolition of the (multipurpose) annex and construction of an addition (approximately 25,000 sqft of new construction) over 14 months with a budget of approximately \$32 million—there will be no changes to the Design-Build Fee and/or the General Conditions Budget.

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8. Offerors were encouraged to look at Section D of the RFP which outlines the evaluation criteria for proposals, and the specific romanettes for evaluation. It was noted that what differentiates Offerors are the management plan and schedule. These should demonstrate knowledge of construction and implementing a fast-track project generally, but also that the Offeror understands this particular project and has a plan for implementing it.
9. Economic inclusion goals were discussed. The Department desires to maximize the participation of District residents and businesses in the Project.
 - a. With respect to the participation of District businesses, the following requirements apply:
 - i. 50% of all dollars in the contract must go to CBEs.
 - ii. 35% of all dollars in the contract must go to SBEs.
 - iii. 20% of all dollars in the contract must go to DBEs.
 - iv. It was noted that the only certifications that count towards these goals are those from DLSBD; no reciprocal certifications are accepted.
 - b. With respect to District resident participation, it was noted that the First Source Act would apply.
 - i. 51% of new hires must be District residents.
 - ii. In addition, the percentage requirements for the various classifications of laborers in the amended First Source Act apply to this project given its dollar value.
 - c. The project is subject to the Apprenticeship Act.
10. It was noted that the Davis-Bacon Act applies to this Project. In particular, the following requirements were pointed out:
 - a. Compliance with certified payroll requirements and reporting requirements.
 - b. Proper classification of workers.
 - c. Payment of Davis-Bacon Act minimum wages.
11. Features of the building and site were discussed:
 - a. The existing classroom wing has double-loaded corridors. The design contemplates that it will become single-loaded, so all interior walls will be demolished.
 - b. The windows have already been replaced; this work was completed in the summer of 2015.
 - c. Watkins is a co-located facility – DPR uses the building, and there is also a heavily used field next door. Site logistics will be important.
 - d. The building is for the most part structurally sound.
 - e. The surrounding streets are narrow, and there is heavy development activity in the surrounding area.
12. A series of Amendments to the RFP will be issued which will include the following additional information:
 - a. Sign-In Sheet from the preproposal conference.
 - b. Preproposal conference meeting minutes

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c. Form of Contract

13. Questions:

- a. Will there be a site visit? A site visit will be scheduled, and the details will be provided by Amendment to the RFP. The site visit will likely be held the week of October 26, 2015.
- b. Is there a hazardous materials survey? The Department has the AHERA surveys, and the Architect's scope included a full hazmat survey. The latter will be available in time for trade bidding.
- c. What is the budget for the project? The budget is \$31 to \$32 million.
- d. If on-site swing is ultimately the option selected, can the trailers go on the field? As there is not much additional space, use of the field will likely be required.

Attachment B

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, NW
Washington, D.C. 20009

Att'n: Mr. Christopher Weaver
Acting Director

Reference: Request for Proposals
Design-Build Services – Watkins Elementary School

Dear Mr. Weaver:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide design-build services for Watkins Elementary School. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit the Offeror's Bid in response to the RFP. The Offeror's proposal, the Preconstruction Fee and the Design-Build Fee (as defined in paragraphs A and B) as well as the General Conditions Budget (as defined in paragraphs C and D) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Preconstruction Fee, the Design-Build Fee and the General Conditions Budget are referred to as the "Offeror's Bid.>").

The Offeror's Bid is as follows:

A. Assuming Off-Site Swing:

The Preconstruction Fee is: \$ _____

The Design-Build Fee is: \$ _____

B. Assuming On-Site Swing:

The Preconstruction Fee is: \$ _____

The Design-Build Fee is: \$ _____

The Offeror acknowledges and understands that the Preconstruction Fee and the Design-Build Fee are firm, fixed prices and other than as permitted in the Form of Contract will not be subject to further adjustment. The Offeror also acknowledges that forty percent (40%) of the Design-Build Fee is at-risk, and the selected Offeror will only be entitled to such amount as set forth in the Form of Contract.

- C. **Assuming Off-Site Swing**, the estimated cost of the Offeror's general conditions (the "General Conditions Budget") is set forth below. The General Conditions Budget consists of the following elements:

| | |
|--|--------------|
| Cost of construction staff (only field staff are reimbursable) | \$ _____ |
| Fringe Benefits associated with field staff costs | \$ _____ |
| Payroll taxes and payroll insurance associated with field staff costs | \$ _____ |
| Staff costs associated with obtaining permits and approvals | \$ _____ |
| Out-of-house consultants | \$ _____ |
| Travel, Living and Relocation expenses | \$ _____ |
| Job vehicles | \$ _____ |
| Field office for CM including but not limited to: | \$ _____ |
| • Trailer purchase and/or rental | |
| • Field office installation, relocation and removal | |
| • Utility connections and charges during the Construction Services phase | |
| • Furniture | |
| • Field offices for the Office and Program Manager | |
| • Office supplies | |
| Office equipment including but not limited to: | \$ _____ |
| • Computer hardware and software | |
| • Fax machines | |
| • Copy machines | |
| • Telephone installation, system and uses charges | |
| Job radios | \$ _____ |
| Local delivery and overnight delivery costs | \$ _____ |
| Field computer network | \$ _____ |
| First aid facility | \$ _____ |
| Progress photos | \$ _____ |
| Printing cost for drawings, bid packages, etc. | \$ _____ |
| Other (please itemize) | \$ _____ |
| Total General Conditions Budget | \$ _____ |

- D. **Assuming On-Site Swing**, the estimated cost of the Offeror's general conditions (the "General Conditions Budget") is set forth below. The General Conditions Budget consists of the following elements:

| | |
|--|----------|
| Cost of construction staff (only field staff are reimbursable) | \$ _____ |
| Fringe Benefits associated with field staff costs | \$ _____ |

| | |
|--|--------------|
| Payroll taxes and payroll insurance associated with field staff costs | \$ _____ |
| Staff costs associated with obtaining permits and approvals | \$ _____ |
| Out-of-house consultants | \$ _____ |
| Travel, Living and Relocation expenses | \$ _____ |
| Job vehicles | \$ _____ |
| Field office for CM including but not limited to: | \$ _____ |
| • Trailer purchase and/or rental | |
| • Field office installation, relocation and removal | |
| • Utility connections and charges during the Construction Services phase | |
| • Furniture | |
| • Field offices for the Office and Program Manager | |
| • Office supplies | |
| Office equipment including but not limited to: | \$ _____ |
| • Computer hardware and software | |
| • Fax machines | |
| • Copy machines | |
| • Telephone installation, system and uses charges | |
| Job radios | \$ _____ |
| Local delivery and overnight delivery costs | \$ _____ |
| Field computer network | \$ _____ |
| First aid facility | \$ _____ |
| Progress photos | \$ _____ |
| Printing cost for drawings, bid packages, etc. | \$ _____ |
| Other (please itemize) | \$ _____ |
| Total General Conditions Budget | \$ _____ |

The Offeror acknowledges and understands that the General Conditions Budget will be incorporated into the contract and that the Offeror will not be permitted to exceed the General Conditions Budget for General Conditions Costs unless it first obtains the written approval of the Department.

E. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred and twenty (120) days after the date of the bid.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the

award. In the event the Offeror fails to do so, the Department shall have the right to levy upon the Offeror's bid bond.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid. In addition to any other remedies that the Department may have at law or in equity, the Department shall have the right to levy upon Bidder's Bid Bond in the event of a breach of this paragraph 3.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or sub-consultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____
Name: _____
Title: _____